

FIRST AMENDMENT TO AGREEMENT

Pursuant to Article 13 of the Agreement between them that became effective May 1, 2002, World Resources Company and Alaskan Copper Works hereby amend said Agreement, effective April 29, 2005, by revising ~~Article 5 and~~ Appendix A as follows:

1. Article 5 is amended to include the following:

ARTICLE 5a. COMPANY'S SHIPMENT OF MATERIAL, BEFORE THIS AGREEMENT HAS BEEN SIGNED, TO BE DEEMED SIGNATURE HEREOF.

If, after WRC has submitted this Agreement (signed by WRC's authorized representative) to COMPANY for signature, COMPANY does not have its authorized representative sign this Agreement, but nonetheless ships Material pursuant hereto, COMPANY shall be deemed to have accepted this Agreement as if an authorized representative of COMPANY had signed the same on the day on which such shipment left COMPANY's facility.

2. Replace "Page 6" of agreement with attached "Page 6."
3. Attach "Page 9" to end of agreement, thereby adding Project Three.
4. Renumber pages to read "1, 2, 3, etc.," and strike "end of Appendix A" from "Page 8."
5. Appendix A, Terms Applicable to Project One, is amended by striking "six hundred fifty and 00/100 dollars (\$650.00)" and replacing it with "six hundred eighty and 00/100 dollars (\$680.00)".
6. Appendix A, Terms Applicable to Project Two, is amended by striking "three hundred ninety-five and 00/100 dollars (\$395.00)" and replacing it with "four hundred twenty-five and 00/100 dollars (\$425.00)".

WORLD RESOURCES COMPANY:

BY:

Harry A. "Bud" Jupin
Harry A. "Bud" Jupin
Executive Vice President

Date

4.11.05

Spoke with World Resources 4/18/05 To inform of changes end that was being mailed to them for approval

NOTE: As amended by Alaskan Copper Works

ALASKAN COPPER WORKS:

BY:

James C Brown
James C Brown Operations Mgr.
Print Name Title

Date

4/15/05

APPENDIX A

I. LIST OF RECYCLING PROJECTS

<u>PROJECT NUMBER</u>	<u>DESCRIPTION OF STREAM</u>	<u>GENERATOR'S ADDRESS</u>	<u>CONTACT</u>
One Company # W2149A	F006 Sludge	Alaskan Copper Works 3200 Sixth Avenue Seattle, WA 98124-3546	Mr. James Brown Operations Manager Tel. 206-623-5801 Fax 206-382-4309
Two Company # W2149A3	D007	Same as above	Same as above
Three Company #W2149B	D007	Alaskan Copper Works 2440 Southeast Raymond Street Portland, OR 97202-4638	Same as above

II. TERMS APPLICABLE TO SPECIFIC RECYCLING PROJECTS

TERMS APPLICABLE TO PROJECT THREE

The following terms apply only to Project Three, for COMPANY's facility located at 2440 Southeast Raymond Street, Portland, Oregon 97202-4638.

COMPANY agrees to provide to WRC, and WRC agrees to accept for recycling, all of the Material classified as U.S. EPA No. D007 wastewater treatment sludge that is produced by said facility.

COMPANY shall provide the Material to WRC:

- (1) with at least ninety percent (90%) solids by weight, with no free liquids;
- (2) free of debris and contaminants;
- (3) in containers that meet the requirements of the U.S. Department of Transportation (hereinafter "DOT");
- (4) loaded onto the vehicle provided by WRC;
- (5) with at least fourteen (14) days' advance verbal or facsimile notification that the Material is ready for pickup; and
- (6) with a ~~Washington~~ ^{Oregon} Uniform Hazardous Waste Manifest, a Land Disposal Restriction Notice ("LDRN"), and a Material Safety Data Sheet ("MSDS") sent with the shipment. NOTE: In accordance with 49 CFR §172.602, if an MSDS is not provided, the transporter must carry a separate emergency-response document (such as Guide 171 of the North American Emergency Response Guidebook) that includes the DOT shipping description of the Material.

WRC shall:

- (1) remove the Material from COMPANY's facility, in a manner not disruptive to COMPANY's operations, as often as is mutually agreeable to the parties, and at least as often as is required by law;
- (2) transport the Material, via a properly licensed subcontractor and in a vehicle that meets DOT and other legal requirements, to the following recycling facility:

World Resources Company
8113 West Sherman Street
Tolleson, Arizona 85353-4025;

- (3) weigh the Material and record the weight; and
- (4) recycle the Material in a lawful, environmentally sound manner.

At WRC's option, WRC may elect to transport the Material instead to the following recycling facility:

World Resources Company
170 Walnut Lane
Pottsville, Pennsylvania 17901-8559

If WRC elects this option for a particular shipment of Material, WRC shall give COMPANY reasonable advance notice, and a Pennsylvania manifest shall be sent with the shipment, instead of the manifest specified above.

Title to and risk of loss with respect to the Material shall pass to WRC when the Material is unloaded at WRC's facility.

WRC agrees to return to COMPANY (at COMPANY's expense) used drums that have been cleaned to RCRA standards for COMPANY's use for future shipment of Material. Such drums were originally supplied by a generator for transport of hazardous waste to WRC's Tolleson, Arizona facility. Upon receipt of such used drums for reuse, it is COMPANY's responsibility to inspect and certify that they meet all DOT and applicable regulations if they are used for future shipment of Material to WRC.

COMPANY agrees to pay WRC --

- (1) for recycling services the sum of four hundred eighty and 00/100 dollars (\$480.00) per ton of Material received; and
- (2) for WRC's laboratory services in analyzing samples from each shipment of Material and in annually preparing a Recyclable Material Profile (pursuant to Article 7 of the Agreement to which this Appendix is annexed), the sum of zero and 00/100 dollars (\$0.00) per year of this Agreement.

(end of Appendix A)